

Amendment 143

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 143 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 13th day of May, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to develop a proposal to modify the Business Account Website (BAW) to eliminate the system limitations between online and manual business agreements. This work is performed per RFCS RFI 638 *BAW – Online Business Agreement* (per the Agencies' response dated March 22, 2011).
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will perform the Preliminary Analysis which will include:
 - (a) The Contractor will submit to the Agencies (via RFI RFCS 638) a set of questions for their review and response.
- 1.2 The Contractor will present a written response to the Agencies that will include the following deliverables:
 - (a) A statement of requirements
 - (b) A solution proposal, to include screen mock-ups
 - (c) A list of configuration items that will be modified or added for the proposed change
 - (d) A summary of any identified issues, risks or system constraints that need to be considered in the agreed solution or limit the proposed solution
 - (e) A detailed cost estimate for the solution and an initial schedule impact
 - (f) A summary of any waivers that will be required by ERG in order to perform the work.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To perform Preliminary Analysis to develop a proposal to modify the Business Account Website to eliminate the system limitations between online and manual business agreements.

TOTAL

\$1553

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Forty-three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____

Its: _____

Date: _____

The Agencies

By: Candace Carlson
Their: ORCA Operations Manager
On behalf of the Agencies
Date: May 13, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney-in-fact Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

EmA
Elaine Aulgur

12-May-11
Date

In the presence of:

D. Hazzard
Witness Signature

12-MAY-11
Date

Witness name: Patty Hazzard